

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

CREEDON CONTROLS, INC., a Delaware corporation,)	
)	
)	C.A. NO. 05-CV-300-JJF
Plaintiff,)	
)	
v.)	
)	
BANC ONE BUILDING CORPORATION, an Illinois corporation, and FOREST ELECTRIC CORPORATION, a New York corporation,)	
)	
Defendants.)	
)	
)	

NOTICE OF DEPOSITION

PLEASE TAKE NOTICE that counsel for Defendant Banc One Building Corporation will take the deposition, under oath, of Creedon Controls, Inc., commencing on May 23, 2006 at 9:30 a.m., and will continue thereafter from day to day until completed, at the law offices of Ashby & Geddes, 222 Delaware Avenue, 17th Floor, Wilmington, Delaware. In accordance with Rule 30(b)(6), Plaintiff Creedon Controls, Inc. is to designate and produce one or more witnesses competent to testify, and provide information with respect to those issues and matters as set forth in the attached Exhibit A.

PLEASE TAKE FURTHER NOTICE, that the deposition will be taken before a notary public or other officer authorized to administer oaths. The deposition shall be recorded by stenographic means as well as by videotape.

Dated: April 6, 2006

ASHBY & GEDDES, P.A.

By: 

Philip Trainer (DE Bar ID # 2788)

Ricardo Palacio (DE Bar ID #3765)

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Corporation

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EXHIBIT A

1. All discussion, negotiations, correspondence, and communication with regard to the formulation of any contract between Creedon Controls, Inc. ("Creedon") and Banc One Building Corporation ("Banc One") and/or Forest Electric Corporation ("Forest Electric") related to work to be performed by Creedon at the Banc One Core Data Center in Wilmington, Delaware (the "Project").
2. The nature and extent of the contractual obligations of Creedon with respect to the Project.
3. The nature, extent and manner of the scheduling and coordination of Creedon's work on the Project, including any delay that Creedon alleges it suffered and Creedon's attempt to minimize that alleged delay.
4. Any notice to Banc One, Forest Electric, or Tishman Construction Corp. of Maryland regarding Creedon's inability to finish its work on the Project on time.
5. Creedon's bids for any work at the Project besides RFP 6B- General Power and Lighting, and whether any other work was awarded to Creedon as compensation for its alleged delay on RFP 6B.
6. The description, nature, costs and staffing at any other project Creedon was working on during the same time period as the Project.
7. The nature and obligation of any loans that Creedon may have taken out in connection with its expected revenue from Project.